

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

THE ISLAMIC FOOD AND)
NUTRITION COUNCIL OF AMERICA,)
)
Plaintiff,)
)
v.)
)
BAKESWEET CORP d/b/a)
LIBANAIS SWEETS,)
)
Defendant.)

Case No. 17-cv-6906


Judge Manish S. Shah

PERMANENT INJUNCTION ORDER

Defendant, Bakesweet Corp. d/b/a Libanais Sweets ("Libanais"), hereby stipulates to the entry of this Permanent Injunction Order.

NOW THEREFORE, upon consent of the parties hereto, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Since 1982, Plaintiff, the Islamic Food and Nutrition Council of America ("IFANCA"), has provided a service of certifying food products as halal (i.e., in compliance with Islamic dietary laws). Food producers who apply for certification and meet IFANCA's standards are authorized to use IFANCA's certification marks. IFANCA's certification marks are recognized by consumers, who rely on those marks to know that the food they put into their bodies is halal. Consequently, IFANCA's certification marks are valuable to food producers, who may increase sales of their products through certification by a recognized and respected food-certification organization.




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2. Since at least as early as 1990, IFANCA has used its Crescent-M logo, shown below, alone or as part of various composite marks, as a symbol that food products are certified halal.






As a result of such use, IFANCA has developed common law rights in its Crescent-M logo and other certification marks incorporating its Crescent-M logo.

3. IFANCA owns valid federal trademark registrations for various certification marks, including the following, which are registered with the U.S. Patent and Trademark Office:

Mark	U.S. Reg. No.
	5,112,179
	5,014,244
	4,089,641

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	4,095,013
	4,107,238
	2,914,345

4. On June 18, 2014, Libanais was certified by IFANCA to use IFANCA's registered certification marks to certify to consumers that certain baklava products produced by Libanais in its facility at 4708 Touhy Avenue, Lincolnwood, Illinois, are halal.

5. Libanais's certification was renewed annually, and the most recent certification expired June 30, 2017.

6. In or around April 2017, Libanais moved to a new production facility at 3300 W. Devon Ave., Lincolnwood, Illinois, where, in addition to producing baklava and other products for wholesale distribution, Libanais sold meat, baked goods, and other items for purchase directly to consumers and/or for consumption on the premises.

7. Libanais requested certification for certain products produced at its Devon Ave. facility, but IFANCA concluded that Libanais did not complete the application and inspection process necessary for certification by IFANCA and, as such, denied certification.



8. On September 25, 2017, IFANCA initiated this action by filing a complaint against Libanais for infringement of IFANCA's certification marks, in violation of 15 U.S.C. § 1114(a); false designation, in violation of 15 U.S.C. § 1125(a); deceptive trade practices, in violation of 815 ILCS 510/1 *et seq.*; and unfair business practices, in violation of 815 ILCS 505/1 *et seq.*

9. Libanais filed an answer to IFANCA's complaint on December 8, 2017.

10. IFANCA and Libanais have agreed to resolve their dispute through a confidential settlement agreement.

11. The Court has jurisdiction over the subject matter of this action under 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338.

12. This Court has jurisdiction over Libanais because Libanais is an Illinois corporation that operates in this judicial district.

13. Defendant Libanais, and all officers, principals, agents, employees, affiliates, licensees, transferees, purchasers, successors, and assigns, and all persons or entities acting on its behalf or in active concert or participation with Libanais and who receive actual notice of this Permanent Injunction Order, are permanently enjoined and restrained from:

- (A) manufacturing, delivering, disposing, advertising, selling, offering for sale, distributing, and shipping any food products that display any of IFANCA's certification marks or any mark that is confusingly similar to any of IFANCA's certification marks, without IFANCA's express written authorization, except that it shall not be a violation of this paragraph 13(A) for Libanais to use any certification mark owned by an established third-party food-certification organization;

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- (B) doing any other act likely to induce the mistaken belief that any food products made by Libanais are certified as halal by IFANCA; and
- (C) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in the above paragraphs (A) and (B).

14. Within 3 business days after the entry of this Permanent Injunction Order, Libanais will file a declaration with this Court, certifying that Libanais has not distributed any products bearing any IFANCA certification mark that were produced from Libanais' facility after June 30, 2017.

15. If Libanais breaches any term of this Permanent Injunction Order, or otherwise infringes any of IFANCA's certification marks, IFANCA will be entitled to injunctive relief, damages, and profits, and Libanais shall pay IFANCA's reasonable attorneys' fees and costs incurred as a result of the infringement or breach, including reasonable investigative costs incurred in the discovery of the infringement and/or breach and including fees and costs incurred for enforcing this Permanent Injunction Order.

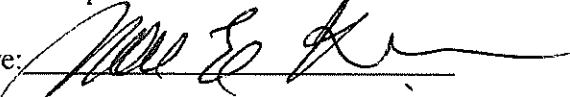
16. Libanais shall submit to the jurisdiction of this Court in any dispute involving this Permanent Injunction Order.

17. Libanais waives any right to notice and appeal of this Permanent Injunction Order and consent to its immediate entry in accordance with its terms.

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STIPULATED AND AGREED

Bakesweet Corp. d/b/a Libanais Sweets

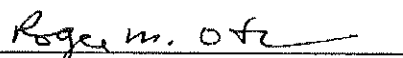
Signature: 

Name: NASSER K. NAZZARI

Title: GENERAL MANAGER

Date: 05-29-18

The Islamic Food and Nutrition Council of America

Signature: 

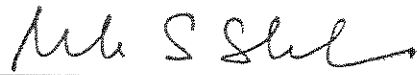
Name: ROGER M. OTHMAN

Title: DIRECTOR OF CONSUMER RELATIONS

Date: 5/29/18

Having reviewed the terms stipulated to by the parties above, it is hereby **ORDERED** that Defendant Bakesweet Corp. d/b/a Libanais Sweets is permanently enjoined as set forth herein.

So Ordered. June 1, 2018



The Honorable Manish S. Shah
U.S. District Judge